

Terms and Conditions

August 2024

Key Words:

"You/Your/Library Member(s)"

Individual people who have signed up to The Library app/site

"Us/We/Our"

The Library Dating Service Ltd and Netcetera

"The Library/App/site"

The web-based app called "The Library" of which you are a member, including The Library Reading Room.

Introduction

The Library® is a web-based dating site operating under the Isle of Man registered business "The Library" Dating Service Ltd

The site, and the data within it, is stored on servers owned and managed by Netcetera.

These are the terms and conditions that we ask you to read before you sign up to be a member of The Library. Think of them as a contract between you and us, an agreement and commitment that we both make when you decide to become a member. When you sign up to The Library, you are agreeing to these terms and conditions.

From time to time, we will update these terms and conditions.

Current update: August 2024

Legal

These terms are governed by the laws of the Isle of Man.

Privacy

Please do not agree to these terms and conditions until you have read our [Privacy Notice](#) carefully. It contains everything you need to know, and consent to, with regards to how we process the data that you input into The Library app/site. In signing up to The Library, you are agreeing to these terms and conditions, and as such you are giving your consent to your data being processed in the ways outlined in the Privacy Notice.

Contact Us

You can contact us in the following ways:

- Email: hello@thelibrary.im or hello@thelibrarydates.com
- By reaching out through social media

<https://www.facebook.com/thelibrarydates>

<https://twitter.com/TheLibraryDates>

- By using the Get in Touch button in the Account section of the site

Liability

We, as defined in the Key Words section above, accept no liability for:

1. Any viruses, spyware or device damage that might result in your use of The Library. Whilst every reasonable effort has been made to keep The Library app/site safe and protected, nothing on the internet can ever be 100% secure.
2. The data that you freely and knowingly input into The Library. You understand the risks associated with putting personal information online, including possible data breaches and/or the hacking of both our servers or your own personal internet device.
3. The external links provided through the explORe feature. At the time of creating these links, they were to the best of our knowledge genuine, correct and useful for their purpose within The Library. When you click the links, you imply that you understand their intended purpose, which is to help you make your choices within the site.
4. Whether or not you or another Library member is genuinely who you say you are. We have strong identity and email verification measures in place, but no verification system can offer 100% protection from people with malicious intent and the means to execute it..
5. Your enjoyment of The Library. Our purpose is to bring you together with some like-minded people, but we accept no responsibility for the success or otherwise of this.
6. Whether or not you match or connect with other members in The Library. Your success in matching will be determined by your engagement in the site, and the engagement of others.
7. How you and other Library Members choose to communicate. Our intention is to make The Library a safe and happy place for all Members, where you can meet other people in a way

that doesn't compromise your privacy. Your messages are not encrypted, and we do not moderate them except in circumstances where we suspect that The Library is being misused, has suffered a data breach or a serious complaint has been made. Therefore, it is important for you to engage in The Library in the full knowledge that the responsibility for being honest, genuine and kind is yours and yours alone.

8. Any links that you or other Library Members may post in your messages between each other. Please see The Library Community Guidelines below for further information.
9. Any data that we need to pass on to the police because a law has, is suspected to have, or is attempted to have, been broken.
10. Your data in the event of the ownership of The Library changing.

Joining and Leaving The Library

When you join The Library, you are agreeing to these Terms and Conditions.

When you join The Library, we ask you to verify your identity. See below for more details.

If or when you choose to leave The Library, your account will be deactivated and all of your data will be removed from our database.

You are free to rejoin The Library at any time, but you will need to create a new profile.

Upon leaving, if you have purchased Stamps in The Library, the money paid that you have will not be refunded.

Identity Verification

The Library will ask you to verify your age.

We currently have 2 methods of age verification for you to choose.

1. Credit Card

New members have the option to use their credit card to pay between 75p and £5.00 for age verification. Choosing £5.00 means that they receive 10 Stamps. Any other amount is simply used to perform the "soft" check.

Existing members are asked to age verify when purchasing a batch of 10 Stamps.

In all cases, the payment is handled by payment processor Stripe.

In all cases, the credit card age verification payment is non-refundable.

Please note, however, that if you use a debit card, your payment will be taken but your id verification will be incomplete. In this event, you will be given the option to initiate a refund.

2. OneID

We use 3rd party specialist OneID.

If you choose this option, you will be redirected to their site during the registration process.

They perform a one-off age check on your chosen bank account, before redirecting you back to the registration process.

Visit <https://oneid.uk/oneid-privacy-notice> for information on how they use and store your data.

We store none of your Identity Verification data in The Library, and accept no responsibility for your data at any stage of the Identity Verification process.

Membership

Membership of The Library will always be free for those members who choose OneID age verification.

As a member, you have a responsibility to act in a way that aligns with our Community Guidelines. See below.

Payments and Stamps

To be able to connect with the members with whom you are matched, you will need Stamps.

Each member is gifted with 4 Stamps, enough to get you connected with two of your matches upon joining The Library.

Here are the following terms that apply to your purchase of Stamps:

1. Stamps are not a currency and cannot be traded within The Library. Their sole function is as tokens to be used in order to perform functions and activities within The Library.
2. Stamps are non-refundable. Therefore, we will not engage in any dispute with regards to the purchase of Stamps in the case of a member purchasing Stamps in error, changing their mind, or a member leaving, or being removed from, The Library.
3. We advise, therefore, that your first purchase of Stamps is the smallest bundle available so that you are not committing too much of your money. We further advise that you do not purchase any Stamps until you have used the 4 Stamps with which you have been gifted.
4. Stamps can be purchased through the Stamps section of your Account.
5. Stamps should automatically load onto your account once purchased. If they don't please let us know through the Get in Touch section of your Account.
6. When you purchase Stamps through this website, you will be redirected to the secure payment gateway Stripe, which is not operated or owned by The Library. We make every reasonable effort throughout the payment process to ensure that all details that you enter are safe by using industry-standard secure server software.

7. Stripe will ask you for personal details including, but not limited to, your name, email address, debit/credit card details. Please see their Terms and Conditions for more details on how they use and store your personal data.
8. Our own access to Stripe is protected through strong security measures, including multi-factor authentication.
9. We store none of your payment details in The Library, and accept no responsibility for them at any stage of the payment process.

Digital Security

1. We accept no responsibility for data breaches or loss of data that are a result of hacking, virus, malware or any other form of cybercrime directed at our servers, or any of the servers of the 3rd party services that we use, or any device that you use to access The Library. Our access to the 3rd party services that we use is protected by multi factor authentication.

Current 3rd party services:

Mailchimp and MailerLite: email services

Stripe: online payments service

OneID: age verification service

Chatwoot: helpdesk service

Canny: feature request service

Senja: member review service

Wordpress: blog hosting service

CookieYes: cookie notification service

2. We insist that you make every reasonable effort to ensure the security of the personal devices that you use to access The Library.
3. All text that is inputted into the Catalogue Cards and Chats in The Library by you is the property of The Library Dating Service Limited, and can be viewed, moderated and deleted when necessary*, or, in the case of a criminal offence being suspected, shared with relevant parties.

*These circumstances would include, but are not limited to bug fixing, algorithm improvements and complaints by other members.

The Library Community Guidelines

In signing up to The Library, you are agreeing to abide by the following guidelines. In general, you may not engage in any activity that is unlawful, deliberately offensive, deceptive or fraudulent. More specifically, please consider the following carefully:

Honesty

When you sign up to The Library, we insist that:

1. You are 18 years old or over.
2. You are not a convicted sex offender.
3. You are not prohibited from using the internet in any way.
4. You use your real email address.

If any member is found to have deceived The Library and other Library Members with regards to any of the above, their account will be removed and, where morally and legally necessary, the police will be informed.

When creating your profile we ask that you:

1. Use your real first name.
2. Are honest about your age and gender identification as these cannot be changed once you have submitted them. In the event that you commit to gender transition, you will need to leave The Library and set up a new account if you wish.
3. Are realistic about the age preferences that you set when looking to meet new people.
4. Take your time creating your Catalogue Cards, making the most out of the opportunity to share your cultural interests.

Otherwise, what's the point?

Our mission is to create a safe and engaging space for people to get to know each other without compromising their privacy. You signing up as your genuine self is a huge part of that.

Chat/Messages

As a consenting adult, you are engaging in the chat/message feature of The Library of your own free will.

The Library accepts no liability or responsibility for what you say, or what is said to you.

We encourage you to be open, kind and thoughtful.

We urge you to end any connection with anybody who you think is being disingenuous or deliberately offensive.

If you are in the habit of being racist, sexist, sexually offensive or have an irrational phobia towards people who choose to be different from you, then best keep that to yourself. Don't get us wrong, we are not telling you what to think, it's just not welcome in The Library.

If you have the distasteful misfortune to be exposed to any racism, sexism, sexual offence or irrational phobias towards people who choose to be themselves, then please - we urge you - report it and end the connection with the person with whom you are chatting. We'll have a quick look at your chat, and take immediate action where necessary.

Other than the above we have no reason to, nor do we want to, look at your chats/messages, and we won't*. Whilst they are not encrypted, they are private to you and we respect that.

*Except in circumstances where we suspect that The Library is being misused, has suffered a data breach or a serious complaint has been made.

Links

We recognise that in sharing your interests with other members of The Library, you may want to share links to websites that might be of interest to them, or that might help you to discuss mutual interests or arrange interesting dates. That's all fine.

What we want to avoid is you sharing any links to your other social media accounts, and then continuing your connection through those instead of The Library. Now, you may be wondering why you would pay for The Library when you can use those other social media sites for free. Here's why:

1. Other social media apps might be "free", but they are not free. The data that they collect from you is more valuable to them than any monthly subscription that they could reasonably charge. Your privacy is priceless, do not give it away cheaply.
2. We collect the minimal amount of information that we need in order for you to become a Library Member.
3. In The Library, you have complete privacy, sharing with us and other members only what you choose to.
4. You are less vulnerable to being trolled or stalked if you take advantage of the anonymity and safety that The Library offers you.
5. You match with others on the basis of the cultural interests that you share. There is no functionality to share images with each other and we are hoping that this reduces someone's desire to "catfish" another Library Member. Essentially, we have done all we can to make it hard work, and pointless, to be someone other than who you are, and we urge you to sign up in that spirit.
6. We do not harvest your data and then use it to push targeted adverts your way. Other social media providers do. The Library is entirely ad-free, and we only contact you with information about The Library.
7. We have no affiliates, and as such do not deliberately share your data with anybody else unless there has been unlawful activity, in which case we would share your data with the police.

What we also want to avoid is the sharing of "harmful" links, such as links to dangerous and malicious sites, and any links to any form of pornography. Do not share any links like this: we are not down with that. Any evidence of the misuse of links in the ways described in this section will result in your Library membership being disabled and/or removed, as described below.

Disabling/Removing Library Member Accounts

We reserve the right to disable or remove any account of any Library Member who is found to have, or suspected to have, acted in a way within The Library that contravenes these Terms and Conditions, including but not limited to:

- Causing a data breach
- Manipulating or altering the URLs used within the site
- Manipulating or altering the site's algorithm
- Spamming other members with connections requests or harmful/malicious links.
- Using discriminatory or deliberately offensive language in Catalogue Cards or chats.

In the event of being removed, you will not be entitled to any refund of any Stamps or subscription.

If we believe that a law has, or was intended to have, been broken, we will inform the police and cooperate with them fully, including sharing any data that you have inputted in The Library.

Final Thoughts

In signing up to The Library, you are agreeing to be morally and legally bound by these Terms and Conditions, including both the Community Guideline and the Chat/Message Guidelines.